



**Approved Inspectors  
Chartered Building Control Surveyors**

**Ask Building Control Ltd**  
Evans Business Centre  
Hartwith Way  
Harrogate  
HG3 2XA  
01423 813585  
info@askbuildingcontrol.co.uk  
www.askbuildingcontrol.co.uk

## **AGREEMENT FORM**

Submit this AGREEMENT FORM by one of the following methods:

**Electronically** - Save our AGREEMENT FORM to your computer before completing it.

Complete, save it again, then email back with your plans.

**By Post** - Complete our AGREEMENT FORM and return to:

Ask Building Control  
Evans Business Centre  
Hartwith Way  
Harrogate HG3 2XA

## **PAYMENT (We will send you an invoice for the agreed amount)**

**BACS** - account details on invoice or on request

**Card Payment** - taken over the phone 01423 813585, Mon - Fri 9am - 4pm

**Cheque** - payable to *Ask Building Control Ltd* - please quote invoice number/reference or property address on reverse.

## **APPROVED INSPECTOR SERVICES\***

Undertake the following, including the Statutory Functions:

Plans Assessment  
Consultation with the Sewerage Undertaker (where applicable)  
Fire Service consultations and negotiations (where applicable)  
On site advice and guidance  
Surveyors accessible via mobile and email  
Site inspection of the work in progress  
Issue necessary Approved Inspector legal notices and certification

\*Subject to Terms of Business.



Registered office - 2 Mount Parade Harrogate HG1 1BX  
Company Reg. No. 8025036



**Ask Building Control Ltd**  
**AGREEMENT FORM**

www.askbuildingcontrol.co.uk

<b>Client Details</b> Name Address  Post Code Phone No Email - <i>required</i>	
<b>Agent Details</b> (if applicable) Name Address  Post Code Phone No Email -	

<b>Description of Work</b> - <i>required</i>	
<b>Site Address</b> Including postcode ( <i>Attach a site location plan, if available</i> )	
<b>Main Contractor's details</b> - if known	
<b>Local Council</b> - Name of the Local Authority at the site location.	
<b>Planning Permission</b> - reference if known ( <i>req'd for a new dwelling</i> ).	

**Plans Certificate** - We will issue a Plans Certificate if we have the required information.

<b>Fee</b> -Confirm the Building Control Application & Services agreed fee. <i>If the total fee is under £500, the full amount is due on application. Otherwise the Application Fee (1/3<sup>rd</sup> of total) is invoiced on receipt of the AGREEMENT FORM and the Services Fee (2/3<sup>rd</sup>s of total) is invoiced on commencement of the work.</i>	£ _____ including VAT
<b>Invoicing</b> - Please tick the appropriate box for invoicing requirements.	<input type="checkbox"/> Client at client address <input type="checkbox"/> Client at site address <input type="checkbox"/> Agent at agent address
Print Name, Sign & Date	Signing (or ticking the box below) confirms that you have read and understand the TERMS OF BUSINESS.
Electronic Submissions	Tick this box in lieu of signing above <input type="checkbox"/>





## **TERMS OF BUSINESS\***

### **Commencement on Instruction**

1. On receipt of written confirmation of your order we will commence work.

### **Fees and Invoicing**

2. All orders should state the address for invoices and, where required, the order number and address to which the invoice is to be sent/copied.
3. All invoices are due for payment 30 days from the date of invoice. Interest may be calculated under The Late Payment of Commercial Debts (Interest) Act 1998 on any invoices not paid on time and may be charged along with the compensation fee. Overdue invoices for private individuals may attract interest at the Statutory Rate of 8% per annum. The legal and non-legal costs (whether or not legal proceedings are instituted) incurred for enforcing the claim and collecting the debt including the fees of the collecting agencies and solicitors shall be reimbursed to us.
4. The applicable Application Fee and Services Fee will be confirmed on receipt of the AGREEMENT FORM. See clause 5-7.
5. Where the total fee is £500 inc VAT or less and includes for both the Application Fee & Services Fee, the invoice will be issued on submission of the Initial Notice and payment is due within 30 days from the date of the invoice. Site Inspections will be made but no additional fees charged. There will be no refund should the project not proceed.
6. Where the total fee is over £500 inc VAT, the Application Fee invoice will be issued on submission of the Initial Notice and payment is due within 30 days from the date of invoice, and a **Services Fee invoice will be issued on commencement of work and payment is due within 30 days** from the date of invoice.
  - i. for the total amount where the fee is £10,000 or less excluding VAT.
  - ii. where the fee is in excess of £10,000 excluding VAT, invoices will be issued in instalments as agreed, but not less than £5,000, excluding VAT. The final instalment will be issued at least 30 days prior to completion of 'building work'.
7. **All fees to be paid in full prior to a Final Certificate being issued.**
8. Fee quotations may include anticipated approximate numbers of site inspections. This number is approximate for resource planning purposes and is not guaranteed. The actual number of inspections done will be subject to timely notifications by the client/project manager/contractor and Ask Building Control Ltd inspector's discretion based on the information available and project risk assessment.

### **Agency**

9. Agents signing on behalf of clients must ensure that they have informed the client that they have instructed us on their behalf and bring to the attention of their clients our Terms of Business. In the event that a client defaults on payment and they have not been informed of this agreement by the agent, then the agent can be held responsible for the outstanding fees.
10. Reasonable notice is required where an existing meeting or site inspection is rearranged or cancelled to avoid abortive journeys to site. Where insufficient notice is not given Ask Building Control Ltd may charge a reasonable fee for the time spent on abortive work subject to a minimum of £60 plus VAT.

### **Notice Required Before Commencement**

11. Initial Notices should be submitted a minimum of 5 days before substantial commencement of work. Where work commences within 5 days, the Local Authority may reject the Initial Notice, assume the role of Building Control provider for the proposal, charge additional fees and require any work done to be opened up. Ask Building Control Ltd will charge a reasonable fee for the time spent on abortive work in these circumstances subject to a minimum of £100 plus VAT administration fee. No responsibility can be taken by Ask Building Control Ltd for any costs arising out of work which commences prior to acceptance of the Initial Notice.

### **Data Protection and You**

12. As part of the Initial Notice submission we must disclose the client's name and address. This information is shared with the relevant parties such as Local Authority, Water Services provider and Fire Authority (this may not include all three depending on the project) The data shared has not been obtained for marketing purposes by third parties and therefore, if it is found that data has been used for such purposes by the Local Authority dealing with this Initial Notice they may breach the principles of the Data Protection Act.  
Ask Building Control Ltd stores all data electronically with some parts as a hard copy which is secured when not in use.  
Only data which is necessary such as surname and address is collected. Email address, phone numbers are optional to provide and are not necessary to share with third parties. See [www.askbuildingcontrol.co.uk](http://www.askbuildingcontrol.co.uk) for Ask Building Control Ltd's Privacy Policy.  
Upon completion of a project, all paper is shredded and electronic data is archived and stored securely for 15 years.  
No information gathered will be used for any marketing purposes.
13. These Terms of Business cannot be varied unless agreed in writing by a Director.

### **Approved Inspector's General Obligations**

14. The Approved Inspector shall carry out the services and any additional work with reasonable skill, care and diligence in accordance with this agreement. The Approved Inspector shall have due regard to the CIC Code of Conduct for Approved Inspectors.

### **Client's Information and Obligations**

15. The client shall provide such information and assistance as the Approved Inspector reasonably requires from time to time in order to facilitate the timely provision of the services and any additional work.
16. The client will inform the Approved Inspector if the planning permitted development rights; prior notification; prior approval or the planning approval is subject to conditions and/or restrictions which may be relevant to or affected by the Building Regulations.
17. The client will inform the Approved Inspector if the electrical work will NOT be carried out by an installer registered with a Competent Person Self-Certification Scheme [www.gov.uk/topic/planning-development/building-regulations](http://www.gov.uk/topic/planning-development/building-regulations)
18. The client shall be responsible for safe access to the project being provided when the Approved Inspector reasonably requires it.

### **Design, permits and approvals**

19. Except where permitted by law, the client shall be entirely responsible for the design, construction and management of the project and any additional work.
20. The client shall also be entirely responsible for obtaining and implementing all necessary permits, licenses and approvals (including their obligations under the Party Wall etc. Act 1996 to serve party wall notices etc), except those which form part of the services or any additional work.

### **Compliance with building regulations**

21. The client, designers and contractors shall be responsible for the project's compliance with the building regulations and the services do not include managing the project to ensure that compliance is achieved.
22. The Approved Inspector shall take such steps as are reasonable to enable it to be satisfied as to the project's compliance with the building regulations, and if so satisfied, it shall issue a Final Certificate. The Final Certificate is not a representation that every aspect of the project complies with building regulations.

### **Changes to the project and additional work**

23. The Approved Inspector shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:
  - i. Changes in the design, size, scope or complexity of the project;
  - ii. Changes in the timing or programming of the project





- iii. A failure by the client to comply with its obligations under this agreement;
- iv. Additional meetings and/or visits and/or other work if required.

- 24. The client shall pay the Approved Inspectors for the additional work on a time charge basis (currently £60/hr). The Approved Inspector may include the charge in the next payment instalment after additional work (or part of it) has been performed.
- 25. Following termination by the Approved Inspector or the client, the Approved Inspector is entitled to write to the Local Authority (with a copy to the client) cancelling the Initial Notice under the building regulations, in which case the Approved Inspector functions will revert to the Local Authority and the Approved Inspector will be discharged from all requirements to complete the services or any additional work.
- 26. The right of either party to terminate for material breach of this agreement shall lapse if it has not been exercised within 35 days after giving notice of the breach to either party.

**Consequences of termination**

- 27. If this agreement has been terminated, the client shall pay the Approved Inspector any instalments of the fee due up to the date of termination together with a fair and reasonable proportion of the next instalment of the fee commensurate with the services and any additional work performed by the Approved Inspector prior to the notice of termination.
- 28. Termination of this agreement shall not affect any rights or remedies of the client or the Approved Inspector which exist at the date of termination.

**Limitations of liability**

- 29. Nothing in this clause 29-36 shall limit the Approved Inspector's liability for negligence resulting in death or personal injury. Subject to that:
- 30. Notwithstanding anything to the contrary in [this agreement], the liability of the Approved Inspector under or in connection with this agreement whether in agreement or in tort [delict], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Approved Inspector by the client.
- 31. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of the Approved Inspector for any loss or damage ('the loss or damage') under this agreement shall be limited to that proportion as it would be just and equitable for the Approved Inspector to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
- 32. All other consultants, contractors, subcontractors, and advisers engaged in connection with the project have provided contractual undertakings on terms no less onerous than those made by Ask Building Control Ltd to the client in respect of the carrying out of their obligations in connection with the project.
- 33. There are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss or damage is contractually liable to the client for the loss or damage; and
- 34. All the parties referred to in this clause have paid to the client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.
- 35. The Approved Inspector shall not be responsible for the supervision of any contractor or subcontractor, nor shall the Approved Inspector have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.
- 36. The client shall look only to the Approved Inspector (and not to individuals engaged by the Approved Inspector or any individual directors or members of the Approved Inspector) for redress if the client considers that there has been any breach of this agreement. The client agrees not to pursue any claims in agreement, in tort (including negligence), for breach of statutory duty or otherwise against any such individuals as a result of carrying out its obligations under or in connection with this agreement at any time. The client acknowledges that such individuals are entitled to enforce this term of the agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 37. The Approved Inspector shall not be responsible for work carried out by an installer registered with a Competent Person Self-Certification Scheme.

**Rights of third parties**

- 38. No-one has any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 35. This does not affect the rights of the client and the Approved Inspector in relation to this agreement.

**Commencement**

- 39. Whatever the date of this agreement, it shall have effect as if it had been signed on the date when the Approved Inspector commenced the services.
- 40. These Terms of Business cannot be varied unless agreed in writing by a Director.

**DEFINITIONS AND INTERPRETATION**

**Definitions:** In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

**Additional Work**

Means the type or volume of services appropriate for an Approved Inspector to carry out in relation to the project as a result of or in consequence of the matters described in clause 23-24 and which are not already covered by the Approved Inspector services, together with any other services instructed by the client and agreed by the Approved Inspector.

**Agent** Usually an Architect/Developer/Builder acting on behalf of the client, with the full agreement of the client (see paragraph 9 & 10).

**Approved Inspector**

Means a licensed organisation carrying out the duties given to an Approved Inspector by the Building Act 1984 and regulations made under it.

**CIC** Means the Construction Industry Council.

**Client** Usually one or more individuals who are the land/property owner or occupier and who is having the work carried out.

**Fee** Means the total amount to be paid to the Approved Inspector for the services and any additional works.

**Plans Certificate**

The Approved Inspector will review Architects drawings and issue a Plans Certificate if possible. Note that limited plans / information will result in more reliance on the knowledge and competency of the person carrying out the work.

**Statutory Functions**

Means the duties of an Approved Inspector under the Building Act 1984 and regulations made under it.

**Interpretation**

In this agreement, unless the context otherwise requires:

- The word 'include' and any derivation of it shall be construed without limitation;
- The singular shall include the plural and vice versa;
- A gender shall include any other gender; and
- References to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating or replacing it, and references to a statute includes statutory instruments and regulations made pursuant to it.
- Building work is as defined by Regulation 3(1) of the Building Regulations 2010

